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## THE NEW YORK CLOAKMAKERS' STRIKE

### I

According to statements made public by the Cloak, Suit, and Skirt Manufacturers' Protective Association, 125,000 people find employment in the United States in making women's and misses' garments, about 60,000 of whom are employed in New York City and its environs. Approximately \$50,000,000 are invested by the 138 members of the Manufacturers' Association, who employ about two-fifths of the total number of employees, and control 50 per cent of the output, the product of all the city's establishments being valued at about \$180,000,000 of the \$250,000,000 in the whole country.

Taking as a basis the census figures for 1900, which, of course, omit ten years of unexampled expansion, we find that in New York City (Manhattan and the Bronx) there were 1,479 establishments with a capital of \$26,306,029 and an average of 42,065 wage-earners, of whom 18,361 were men sixteen years of age and over, 23,461 women of the same age, and but 243 children under sixteen years. It is evident, therefore, that in this industry, whatever the other indictments against it, there is practically no child labor. The wages paid amounted to \$19,933,239, while the value of the product totaled \$99,464,693. Whether the census figures for 1900 or the manufacturers' figures for 1910 be accepted, their magnitude is indicative of the importance of the industry and of the immense interests involved in the strike of 1910.

The past quarter of a century in this industry has been a period of strife and exploitation. Although unions have been in existence in the industry for twenty years, they were never strong, nor were they able, until last July, to induce any considerable proportion of the workers in the city's 1,500 shops to enter the ranks. Nor did the policy of individual shop strikes pursued by the labor leaders make the unions popular with the workers or acceptable to the manufacturers. While many of these shop strikes had been successful in bringing about a contract with the employer "struck," they had resulted not infrequently in broken contracts, hard feeling on the part of the employer, and a determination on his part to smash the union at the earliest possible moment. This attitude of the employer thus singled out for attack was not unnatural, for to be the only one of six or more manufacturers in the same building—as was often the case—from whom to exact conditions from which his rivals were entirely free, was to be placed under a severe handicap. The disorganized condition of the trade exposed the proprietors of the larger shops, often desiring to grant good working conditions and pay living wages, to the keen competition of the small manufacturer, who paid low wages and worked his employees seven days in the week amidst insanitary surroundings. The struggle for existence in the industry was intense, and the employer who desired to introduce higher standards was forced by competition to accept lower standards.

While nearly one hundred shops were working under union conditions a year ago, they formed but a small proportion of the total number of shops in the city. The leaders, seeing the folly of attempting to continue so profitless a campaign as that of attacking the employers in detail, decided to try a united attack upon the whole body of manufacturers, and to carry out what had been a dream of the workers for some years—a general strike for better conditions and the union shop throughout the industry. They attempted, therefore, to strengthen the union, but after a year's effort the organizers were unable to bring into the organization the great mass of the wage-

earners; and the union, as a result of this failure, was considered by the manufacturers as a factor which they could finally overcome. The labor leaders, themselves, were not certain of their membership, and were doubtful as to the number who would obey their orders. In round figures, 19,000 votes, representing not more than one-third of those engaged in the industry, were cast on the question of a strike, 18,776 favoring such action, and but a meager 500 opposing it. It was, therefore, practically a unanimous revolt of unionized workers against prevailing conditions which they deemed intolerable.

Several days before the strike was called the employees had been notified by union officials to be on the lookout for a red circular which, when issued, directed them to lay down their tools at 2 o'clock, July 7, and report to certain halls for organization purposes.

To one accustomed to long negotiations in well-organized trades and industries before the issuance of strike orders, the method here pursued of calling a strike without submitting grievances or having any negotiations whatever, seems peculiar. We must remember, however, that the union was weak; all dealings in the past had been with individuals, and there was no closely knit body of employers organized to conduct negotiations with their men, to whom the grievances could be easily submitted, or by whom a decision binding on any considerable number of manufacturers could be rendered. There were no men who could speak collectively for the employers, and as the labor leaders did not know what support they could rely upon among the workers within and without the unions, it seemed necessary to call a strike to find out what the real sentiment was and how many of the workers were behind them in the demands made.

On July 5, two days prior to the walk-out, an agreement embodying the demands of the workers and stating where settlement headquarters were to be found, was sent to each employer. The response to the order to cease work on July 7 was practically unanimous, Judge Goff stating that pursuant to that notice, 50,000 employees left their places of labor. Dur-

ing the conference 60,000 were said by Mr. London, attorney for the workers, to be on strike, and other estimates placed the number as high as 75,000. Shops were literally deserted, and the momentous struggle was on.

## II

Prior to July 7 there had been an organization of manufacturers whose principal purpose was to take care of credit matters, but it was not their custom to consider labor problems. When the members heard of the strike, however, they formed a defensive association known as the Cloak, Suit, and Skirt Manufacturers' Protective Association to guard their interests in the struggle ahead. Every member was pledged, among other things, not to "join in any agreement whatsoever with any organization which shall directly or indirectly involve the surrender of the control and management of his factory or sub-factories to any set or group of men whether calling themselves a union or anything else." Immediately after the formation of this association its officials made an appeal to the public in which they challenged inspection of their shops for any evidence of insanitary conditions, and declared that wages, even in spite of unfavorable conditions, had increased proportionately with wages in other industries. They asked for nothing but fair play, stating that "if there be grievances between any shop employer and the workers in that shop" they failed to see "why they cannot be adjusted without resort to a general strike." They believed that each shop could adjust its legitimate grievances, which was really an appeal for the continuance of the individual shop dealings. They failed to "comprehend why those who had earnestly striven to make their shops sanitary and their employees satisfied should suffer for those who lagged behind." But "if there be grievances," they added, "we will undertake to use our best efforts toward securing redress of them." They complained that, without submitting any grievances (these were in fact embodied in the contracts submitted to each employer), "our employees have left their posts by order of the union," loyalty to which "led many to forget

their loyalty to us." While professing that they had no intention of excluding union labor from their shops, they declared with emphasis that if the strike was called in order to begin an organized effort to control their business, to dictate the running of their shops, and to exclude those who did not care to join a union from earning a livelihood, then the fight would be a long and bitter one. Rather than accept such conditions, "they were quite prepared to go down in ruin." All they asked was that there should be a fair discussion of any grievances that might exist, and that they should not be "called upon to surrender their factories to outside management."

Among the association's 138 members there were three elements: first, the fair and reasonable manufacturers; second, those who joined the association in the hope of destroying the union; and third, those who thought that by becoming members they might be able to make more favorable terms in the negotiations. But judging from the position taken by the officers of the association in the early stages of the trouble, its policy was determined by those who, because of past experience, were most hostile to the union, or who really believed that it meant to manage and control their business in the future.

A few days after the strike began officials of the State Board of Mediation and Arbitration approached the two sides in an effort to arrange a conference for the discussion of differences, but after a week's endeavor they failed to make any real progress. A letter, dated July 18, from the chairman of the Manufacturers' Executive Committee to the chairman of the Bureau of Mediation and Arbitration showed clearly that the manufacturers construed the contracts sent to them as "demands of the union," which organization they would not allow to be their "sole employee" and the shop delegate "master of their factories." They declared that they awaited the presentation of grievances as soon as their employees would present them in form to be discussed, but they were unwilling to participate in a discussion of what they considered the union demand—the "closed shop." Preliminary interviews, brought about with the idea of arranging for a formal conference between delegates rep-

resenting the parties in disagreement, were held during the second and third week of the strike. On July 18, in pursuance of a suggestion made on the preceding evening, that a committee of ten from each side be selected, the chairman of the Union Settlement Committee notified the chairman of the association that everything was "in readiness for the proposed conference." But the manufacturers were unwilling to be hurried into a conference before certain conditions were fulfilled. As a result of that feeling, the Protective Association adopted a resolution on the very day the foregoing notice was dated, that they would hold "no conference with reference to settling this strike with any representative of the employees until they present in writing a statement of grievances to be discussed at such conference, which statement shall contain a waiver of any demand for the 'closed shop.' "

On the next day the Union Settlement Committee forwarded a communication in which some of the grievances and subjects for consideration were enumerated as follows: Inadequate wages, long hours, overtime, home work, unequal distribution of work, evils of the contract system, and all matters that the employees desired to present for the good of the entire trade. They added that if there should be a waiver of any particular point by either side, "it would hinder the work of the conference, and make all efforts for a settlement of the pending difficulty ineffectual." In their reply, the manufacturers, although they considered that the grievances were stated in very general terms and that the clause about "all matters for the good of the entire trade" was too vague, said they felt that the communication furnished "a very sufficient basis for the beginning of a conference." They restated their determination not to hold a conference unless the "closed shop" issue should be waived in advance. If all grievances should be adjusted in a conference and the strikers should give an affirmative answer to any of these three questions: "Would you demand recognition of the union?" "Would you demand the exclusion of non-union labor from our shops?" and "Would you demand that we sign a contract with the union?" a conference to end the strike

would be futile. The manufacturers were not engaged "in conspiracy," as had been charged, "to annihilate the union," but were simply concerned "with their own business"; and if they should sign the contract proposed by the union, they would be inviting their own destruction, they asserted.

On the same day the union representatives replied that there was no intention on the part of the unions "to in any way injure your business," but "the very opposite is in fact the case." No specific answers, however, were given to the three vital questions propounded by the employers, but the union representatives declared their belief "in organization not restricted to the employees alone, but an organization of the employers as well," and their willingness to meet with the employers "in conference and reach conclusions upon all matters which would promote the best interests of the trade that either side might present."

The evasion of the three questions was called to their attention by the chairman of the Employers' Association in a letter dated July 21, and in it he repeated that unless these questions were answered in the negative, "no conference to consider grievances . . . can take place."

The manufacturers felt that before granting the demands and recognizing the union it should demonstrate its capacity for self-government and its ability to support and enforce any agreement made with them. The fundamental difficulties in adjusting the trouble were that the manufacturers felt that they could not depend upon the agreement which the union would make with them, nor could they get an agreement among themselves which they felt would be lived up to by the signers.

### III

The parties had been carrying on the struggle for more than two weeks, and although the Bureau of Mediation and Arbitration had intervened, they were no nearer a conference to discuss their differences than when the strike began, because an apparently insurmountable obstacle—the "closed shop" issue—stood in the way. Each side was thoroughly aroused, certain



that ultimate victory would be won, and disposed to await eventualities. At this juncture and undismayed by the doleful outlook, Mr. A. Lincoln Filene, a member of the Civic Federation of New England, grappled with the situation, and got into touch with representatives of each side. After repeated interviews he became convinced, so bitter and strained had become the relations between the two sides, that the only practicable move was to draft the services of some outside man of commanding ability, thoroughly familiar with labor disputes, and so eminently fair as to have the respect and confidence of both sides. But the situation was extremely delicate and full of pitfalls; for with each side represented by an attorney who had served his clients with ability and faithfulness, it was easy to give offense by intimating that either the one or the other should be superseded by one who was a stranger to all concerned. That seemed not only impracticable, but really impossible of attainment. However, the suggestion was ventured that if either side would, without superseding its New York attorney, add as counsel Louis D. Brandeis, of Boston, it was believed that his great experience, his resourcefulness, and his well-known fairness would be valuable assets in breaking the seemingly hopeless deadlock.

The strikers' representatives received the suggestion with favor, and agreed that Mr. Brandeis should be invited to New York for a consultation. Mr. Brandeis accepted the responsibility, and on July 24, under authority contained in a paper signed by many representatives of the strikers, he presented to the Manufacturers' Association a proposal for a conference. In this proposal such grievances, in addition to those already set forth, as unreasonable night work, work in tenement houses, the disregarding of holidays and Sundays, irregular payment of wages, the exacting of security, charging for material and electricity, discrimination against and blacklisting of union men, were enumerated. To remedy these evils, it was declared necessary to establish a living standard of wages, regulate the hours of labor, limit night work, stop work on holidays, abolish all charges for electricity and appliances, do away with tenement-house work, prevent

discrimination, provide for regular payment of wages in cash both by manufacturers and outside contractors, do away with inside subcontracting, establish a permanent board of arbitration to settle grievances and appoint shop committees and shop delegates. Mr. Brandeis, as attorney for the union, transmitted this to the attorney for the Employers' Association, together with a short note in which he stated that "all these officers [who signed the authorization] understand fully that in this proposal the closed shop is not a subject which can be discussed at the conference." Three days later the Manufacturers' Association accepted "the proposition" signed by him as "attorney for the union"; and in response to the suggestion that Mr. Brandeis be brought into the negotiation, the attorney for the strikers and the attorney for the employers joined in an invitation to him to act as chairman of the conference which was to begin on July 28. Although many points remained to be settled, the agreement of the two sides on a chairman and his acceptance of the invitation augured well for the outcome of the negotiations.

#### IV

After preliminary speeches by Mr. Brandeis and Mr. Cohen, attorney for the Manufacturers' Association, which gave evidence of a conciliatory spirit on both sides, the special grievances were taken up for discussion. The first was the charge for materials and electricity, an evil in the trade which the unions declared should be corrected. Some labor men estimated that 10,000 operatives paid for power, on the average, about  $3\frac{1}{2}$  per cent of their earnings, while others thought that such charges were deducted from the wages in 75 per cent of the shops, and that 50 per cent of the operatives were affected by them. These charges were objected to because it was alleged that in many shops they represented not only their cost, but a very considerable profit for the employer;<sup>1</sup> and because, when an agreement was reached as to wages, the men wished to know

<sup>1</sup> Some employers, it was alleged, charged their employees for needles, and six cents for spools of silk that cost them but four cents.

what their pay would be at the end of any given week, and to receive exactly that sum without deductions of any sort.

During the discussion of this grievance, it was developed that in some high-class shops turning out the finest products, foot power was used rather than steam or electricity, the manufacturers taking the position that in such shops the installation of power was impracticable. They doubted, therefore, whether a general rule for the entire industry could be made. The manufacturers readily admitted that charges for power and material should represent only the exact cost to them; and inasmuch as the door to fraud was open through such charges, they agreed that they should be abolished. It was also agreed that in addition to the abolition of the charges complained of, electric or steam power should be introduced within a reasonable time into shops using foot power, the meaning of the phrase "a reasonable time" to be decided later.

The matter of sending work to the homes of employees to be done in tenement houses was easily disposed of, the manufacturers agreeing not to give out such work, and promising to discipline any member violating the agreement, while the union officials likewise promised to discipline members doing work under such conditions. With the manufacturers on the one hand determined to have the agreement strictly observed, and the union on the other hand enforcing it also, it was felt that the agreement reached would become the ruling factor throughout the trade, which would protect both employers and workers from unfair competition. What made it easier, perhaps, to secure an understanding on this question was the fact that prior to the conference, more than 350 manufacturers, both large and small employers of labor, had already signed the agreement "not to give work to employees to be done at their homes."

In discussing the exaction of security it was developed that the contracts were often drawn so one-sidedly by dishonest lawyers as to be absolutely worthless. Security, which in the case of small manufacturers often constituted a considerable portion of their working capital, was exacted from the employees, one of the conditions of the contract being that the

men should not join the union, go out on strike, or stop work during a strike. In the case of the large manufacturers, it was alleged that the security was obtained by deducting a portion of the weekly wage as a guaranty that the workers would do none of those things. The giving of time-contracts, considered by the men one of the most demoralizing factors in the trade and a twin evil with security—for security was exacted only when there was a contract—was another method of opposing all effort on the part of the employees to form an organization.

The men signing contracts were regarded as price-makers; for at the beginning of the season there were few employees except those on contract, the prices paid them fixing the wages for the great mass of piece-workers for the season. Contracts, it was asserted, were not usually given in times of peace, but only as a war measure when a feeling of unrest appeared and the piece-workers proposed to settle prices and ask for increased rates. Then the manufacturers gave contracts to “head off” such a movement. If an agreement between the piece-workers and the employers could not be reached, the contract-worker was then “piled up” with work while the piece-workers were only partially employed, and making but one-half the usual wage. It was also asserted that the garments for which better prices were paid were turned over to the week-workers, while the cheaper ones, yielding smaller returns, were given to the piece-workers. An additional and a fundamental objection to these contracts was that the constitution of the union made ineligible to membership any person working under an individual contract. If permitted, such contracts would undermine the contract made by the collective bargaining of the union.

The contract evil as described was to pick out a few individuals in a factory, give them time-contracts, and exact a deposit, ranging from two to five hundred dollars, as security for the performance of the contract. This, it was felt, created unfair competition among employees, who, because of the certainty of employment for a specified time, were willing to work for less than current prices, and for more than the usual number of hours. Such an arrangement worked against the men

who wished an equalization of conditions, and against those manufacturers who favored standard conditions, and who were opposed to ruinous and unfair competition, made possible by the avarice of both employers and wage-earners.

On the part of the manufacturers it was contended that they had many skilful and high-salaried men in their employ, most of whom were financially irresponsible for the breach of a contract; and in such cases security was necessary for the protection of the manufacturers, to whom continued work by these employees was just as essential as their capital or machinery. Should men, so important to a manufacturer, leave their positions in the height of the season their places could not be filled and the employer would suffer great financial loss.

When discrimination against, and blacklisting of, union men came up for discussion, the employers' attorney, Mr. Cohen, readily assented that if either of these things had been done in the past they should not be continued, and that his association was prepared to discipline any member guilty of either.

Hours of labor, with which was closely connected the question of overtime or night work, and work on Sundays and legal holidays, was recognized as a most difficult problem to solve. While the manufacturers could strictly enforce the stipulation—because the keys to factories were in their possession—it was felt, even if an agreement could be reached, that the power of the union to enforce it would be taxed to the utmost, owing to the ambition of operatives to earn as much money as possible to enable them to start on careers as manufacturers.

While the men conceded that in the cloak trade the old sweatshop system had been modified to some extent, it was alleged that workers were still obliged to labor from fifteen to sixteen hours a day. They worked from 5 o'clock in the morning until 11 and 12 o'clock at night, and then took unfinished work to their homes. This strenuous labor, night and day, and seven days in the week, was limited only by the physical capacity of the men to endure it. By working these long hours, it was recognized that the unscrupulous employer

had an immense advantage over men eager to observe a nine- or ten-hour day, and was able to underbid his more humane rivals.

The fair manufacturers began clearly to see that they themselves could best be protected from their less scrupulous fellows by the active co-operation of a strongly organized union, which could enforce the agreement reached, and discipline members guilty of its breach. It was understood that the piece-workers, who knew no limit to their hours of labor when not under restraint, were the hardest factors in the situation, the difficulty of which was greatly increased by the constant influx of great numbers of workers and the steadily increasing number of manufacturers, the striking employee of five years ago being the illiberal and unreasonable boss of today. The mobile and fluctuating character of the employees may partially be understood when it is stated that since the outbreak in July about 10 per cent of the strikers have become contractors or merchants or have gone into other lines of business, many of their places being filled by recent arrivals from Italy and Russia. Mr. Cohen, who seemed to doubt the ability of the union to prevent its members from working at piece-work for sixteen or eighteen hours a day outside of the factories, was "not very optimistic as to the outcome of our agreement upon this question."

The demands were that a working week should consist of forty-eight hours in six working days, with no overtime permitted between November 15 and January 15, and during June and July, nor on Saturday nor on any day for more than two and a half hours, nor before 8 A.M., nor after 8 P.M., and for such overtime, double the usual wages should be paid. During the remainder of the year it was provided that employees might be required to work overtime, provided the employees of the firm as well as all the employees of outside contractors were engaged to the full capacity of the factory. It was also demanded that week-workers be paid for the ten legal holidays in New York, and that no employees, whether week or piece-workers, be compelled to work on legal holidays. The union would not allow them to work on such holidays, even though paid for

double time, because, it was argued, if permitted to work for double pay, they could not be prevented from working for regular pay. Employers who observed Saturdays would be allowed to work on Sundays.

It was agreed by both sides that the trade could not be revolutionized immediately, but that changes must be gradual to give the employers ample time to adjust themselves to the new conditions. The chairman, in speaking of his experience with overtime and excess work at certain seasons in other trades, said he had been shown how the men in the trade could, to a great extent, by co-operation reduce overtime and the congestion of work by spreading it over a longer period; and he believed, if that were recognized as a thing desired, that they would find themselves able, after a time, to go much farther than they were inclined to go in the present year.

The grievance of irregularity of payment consisted in uncertain periods, sometimes one week and sometimes two, and in the difficulty of getting the money on the appointed day, one workman alleging that he wasted a portion of three days standing in line waiting for an hour or two each day; which was not an exceptional experience, it was asserted. The strikers also demanded that payment should be in cash rather than by checks, a practice which the members of the association declared to be an exception with them. Checks were frequently cashed in saloons, which was an evil that should be abolished. The men also alleged that garments all finished but the sewing on of the buttons, were often not "passed" because the buttons were not furnished by the employers. The employers said that as pay-day approached some operatives frequently had work which they expected to finish in time for payment then, and to oblige them the pay-roll was held back. The "operator" might have done his portion of the work, but neither the presser nor the finisher had completed his. Until the garment was finished and "passed," it was argued, the employer ought not to pay for it; for he should not be expected to pay for a garment half-finished.

The workmen argued that when any process was com-

pletely finished, the worker should be paid for it on the first pay-day after the end of the week in which it was finished, whether some subsequent processes were completed or not. This principle had long been adopted by the better class of manufacturers, said Mr. Cohen, who felt that the problem of book-keeping in piece-work, where the greatest difficulty would be experienced, could be worked out with patient application.

Subcontracting, which was done within the shops, was characterized as one of the worst evils in the trade. The indictment as drawn was that this system relieved the proprietors of the shop from both moral and legal responsibility to those actually performing the labor, who were placed under the control of men who paid the lowest possible wages, worked their employees the longest possible hours, and who were not infrequently irresponsible financially. The employee having a grievance found it difficult, if not impossible, to discover any person in authority to hear his complaint or grant relief. The men did not object to division of labor, but they did demand that no subcontractor be allowed in the shops, and that each man doing a certain process should be paid directly by the manufacturer, who should be liable to all under him for wages, hours, and other conditions of employment. The evil did not exist throughout the trade, but was largely confined to the pressing section, where "green hands," or men with little skill were eagerly employed. It was alleged that the few persons to whom the shop contracts were given, because of their ability to give four or five hundred dollars as security, instead of employing competent men whose wages should be from sixteen to twenty dollars a week, succeeded in hiring men almost direct from Ellis Island at rates from one-third to one-half the normal figures. Since such cheap labor could be secured, competent men could get work but nine months in the year. Meanwhile, the pressing contractors were making from one hundred to one hundred and fifty dollars a week. Subcontractors would themselves do the work when trade was slack; when it was more active; they would work overtime; and only when it was a physical impossibility for them to do all the work would they



take on new men. As a result, it was only at the very height of the season that they would employ a full complement of workers.

In justice to fair employers it was acknowledged that they were not necessarily the beneficiaries, but often the victims, of the system, inasmuch as it gave the unfair man his opportunity and his advantage. The men argued that if it was possible for the manufacturers to hire four or five pressers, and permit them to employ their assistants or helpers, there was no apparent reason why the employers should not hire all of their pressers direct. No skill is required in organizing pressers, but any competent man is able to do pressing of all kinds. The more subcontractors there were, the more commissions or profits had to be paid these middlemen, with the inevitable result of very low wages to the final workers. The strikers insisted that subcontracting could be done away with, because some manufacturers of importance had abolished it a year or more before the strike with no bad results. On the contrary, their establishments had expanded, and their business had flourished.

In answer to this indictment, the manufacturers entered a plea of partial confession and avoidance. While contending that the system offered a reward to efficient executives without capital, they acknowledged that it did open the door to very considerable abuse. They sought to justify it, however, because the "good organizer of pieces" could find assistants with special skill in a particular process, and use them in that branch of the trade, while in other branches using other workers with similar skill in their specialties. It was likened to the system prevailing, before it was prohibited by statute, of sending garments to a tailor in his home who, in turn, would employ assistants to complete them. Under the then prevailing custom the scene of such operations had been transferred from the home to the factory. In factories making higher grade garments the system had no foothold. Because of the necessity of securing artistic beauty as well as mere utility, the employer in such shops felt obliged to have personal contact with the workers.

In shops making cheaper garments sudden abolition of subcontracting would revolutionize the trade. Although manufacturers who "approached the question in a spirit of improvement" felt it desirable to do away with subcontracting, make the employer responsible for the wages of men working for subcontractors, and fix a minimum wage for such workers, yet in their deliberations practical difficulties had been disclosed which presented "insurmountable objections to the sudden abolition of the system."

The manufacturers were unable to give any clear explanation of the necessity of having in the trade a system which they themselves conceded opened the door to great abuses, and which they deemed desirable to abolish. During the discussion, the chairman, who had dealt with similar difficulties in other industries, was constantly seeking to learn why manufacturers could not, instead of making contracts with a few men and permitting them to hire the real workers, employ direct their trimmers, pressers, and finishers. He pressed his questions for information with patience, tact, and persistence, and finally secured the admission that subcontracting was simply a custom which had fastened itself upon the trade. In the pressing branch, it was alleged that "peculiar conditions" existed; that the class of men employed by the subcontractor "will work more faithfully for him than for the employer direct." Finally, it was admitted that the difficulty was not inherent in the work, but was attributable to certain habits into which the mass of workers had fallen. Really it was an exotic imported from Europe, which should have no place in our industrial life.

The regulation of wages in a trade in which approximately three-fourths of the employees are engaged on piece-work, was recognized as a most difficult problem. But it was undertaken by the union with the avowed intention of enabling its members to receive more pay for their labor, and to establish a standard for piece-workers, the object being to promote uniformity, and protect the employers of union men from the competition of rivals paying lower wages. The rates demanded for week-workers ranged from \$26 per week for cutters, down to

\$12 for skirt finishers, and for piece-workers the demand was 75 cents an hour. This latter seemed, it was admitted, to be very "big compensation," and if applied to all week-workers, would give a much higher average than that asked for in the scale presented. According to the scale, the average worker, it was calculated, would be able to make a fair wage, while the fast worker would be able to earn according to his speed and ability. As to the piece-workers—the most skilful men in the trade, who were not to be employed by the week under any circumstances—it was stated that their employment during the year was less steady than that of the week-workers; and because of interruptions, lack of continuous work throughout the day, and delays in securing their work from foremen during the days they did work, they lost more time than the week-workers. The employers saw to it that week-workers were constantly employed; but not having the same financial interest in the piece-workers, they were not concerned about the latter, whose real earnings, owing to lack of employment and loss of time from delays, would not be seventy-five, but from thirty-five to fifty cents an hour.

The manufacturers contended that such losses of time, if any, were due to a lack of system which ought to be corrected without punishing the well-regulated factory for what happens only in the ill-regulated one. After a long discussion, it was finally understood that this demand did not contemplate payment by the hour, but that "the rate of 75 cents was suggested as a standard of what piece-workers are expected to earn."

In the early part of the discussion admissions, interesting because of their bearing on steps taken before a settlement was reached, were made by representatives of the contending parties. The men frankly announced that they were engaged in the conference to establish standards, to abolish unfair competition, and secure higher wages, a result which had not been obtained by previous efforts, because of opposition to the union by the majority of manufacturers not only in New York City but throughout the country. Manufacturers were assured that the wages agreed upon would be enforced in the trade in the city,

and that immediate efforts to bring up wages in other manufacturing centers, proportionately to the New York standard, would be made.

This announcement was most kindly received by the employers who, doubtful of the ability of the union to enforce the agreement, wished to know, if they granted the terms demanded, that the same rates would be enforced against their competitors. As long as it was left to competition, nothing prevented the men from working for what they could get, and the employer from cutting down wages almost to the vanishing point, the result being that wages, instead of increasing, were steadily diminishing. The manufacturers sought, in the organization of the union, "one of the strongest means by which to prevent the inexorable law of competition" and they welcomed the "union for that, if not for a great many other things." Realizing the necessity of having the strongest possible union to deal with, they recognized the fact that co-operation between two strong organizations was necessary to solve the problems with which they were dealing. As Mr. Cohen said: "Unless we meet the law of competition by the law of co-operation, the competition will survive and we will be hurt just as you will be hurt."

Insanitary conditions, upon which emphasis had been placed, in public statements made early in the strike, were omitted, to the surprise of the employers, from the grievances submitted for discussion. The men's representatives stated that employers in the conference had shops which had reached "the best level and the best standards in the trade." Nevertheless, the men insisted that decided reforms were necessary for the production of clean garments and for the protection of the public and the workers. Members of the Protective Association, sensitive to the charge of insanitary shops, had publicly invited inspection of them. Such inspection had been made by a woman reporter for one of the New York papers, who found the larger shops and some of the smaller ones "models in sanitation and provision for the comfort of the workers." Naturally, the manufacturers, not being willing to be punished for the short-

comings of rivals, wished provision made for the investigation and disposition of such grievances in the future. Their suggestion was that a Board of Sanitary Control, on which the public should be represented, be organized, whose duty it would be to establish a standard to which all factories should conform.

Another serious difficulty in the trade was lack of continuous employment. An investigation of its various branches, by one familiar with industrial and commercial affairs, showed that conditions as to continuity of work among makers of muslin underwear, waists, dresses, and kimonos were not bad; nor were they among those making medium and high-priced "style merchandise." In the former, the tendency was toward greater steadiness and longer employment, but if employers were willing to take reasonable business risks, they could keep their hands employed fifty weeks in the year, instead of ten months, as at present. In the latter, there was no reason, it was said, why the more intelligent manufacturers should not be able to give their employees an average of ten months' work in the year. The problem was more serious among the better type of manufacturers, like the members of the Protective Association, who were regarded as "leading style exponents." They practically controlled the production of high-priced suits and coats, and yet were able to give their employees only a limited working season. Those who made suits to sell for \$25 and more were unable to give employees more than six or seven months' work at full capacity. While the workers in the better type of shops had an average period of eight months, the actual time they worked at full pay was perhaps not more than one-half that period. The reason was that at the opening of the season a manufacturer would pay \$3.25 for making a coat which the retailer bought for \$18. Six weeks later, when the retailer was ready to place a "repeat" order, the price offered for the same coat was but \$16 and the order was conditional upon the acceptance of the reduced offer. Meanwhile, the manufacturer had to pay the same price for his materials; his rental was no lower; interest charges were as much as before, and his cost

of manufacture could be reduced in but one of two ways. To accept the order he had either to reduce his labor cost, or be satisfied with less profit. He, therefore, would offer his workers the alternative of making the coat for \$2.50, instead of \$3.25, the former price, or of remaining idle. They were forced to accept, and a few weeks later were obliged to choose again between no work and further reduction. The amount of work was steadily growing less, and, at the same time, the rate of compensation was steadily diminishing. The wage-earner was between the upper and the nether millstone, and his position was anything but an enviable one. Responsibility for this condition was shifted by the manufacturers upon the retailers, who, with the public, seemed to be largely responsible.

## V

By a clever arrangement of the topics for discussion those on which agreement was expected were listed first, and those on which disagreement would be more likely were deferred until the last. For more than two days the discussion continued, with but few indiscreet statements to ruffle sensitive feelings or cause resentment, and the outlook for a speedy settlement seemed good. Well along in the afternoon session of the second day the manufacturers announced the decision they had reached as to the grievances, as follows: they agreed not to charge for power, and to instal electricity for machines, as far as practicable, within a reasonable time; to abolish the deposit system for shuttles, bobbins, silk, and parts of machinery, and to make no charge for materials; to establish a uniform deposit of \$1 with uniform receipts, the deposit to be returned promptly to all entitled; not to give to employees work to be taken home at night; to make no time-contracts with union men, nor with non-union men, except foremen, designers, and pattern-graders; to cancel all existing contracts with union men; not to discriminate against, or blacklist any union men; to accept and observe the ten legal holidays; to pay wages weekly in cash; to establish a Board of Sanitary Control; to abolish subcontracting

inside factories; and to pay each worker as soon as his work was inspected and "passed."

At the same time, they declared that they knew of no black-listing or discrimination practiced by their members against union men; nor did they concede that the members of their association were guilty of not furnishing necessary materials, to hinder or delay piece-work, or of delaying the inspection and "passing" of garments.

The foregoing proposals differed from the demands only in phraseology. The two sides were so near together that it seemed almost impossible not to agree. On the question of wages and hours of labor, however, a real difference existed. The men asked for the Saturday half-holiday the year round, while the employers conceded it only for the four months of May, June, July, and August. Between the wage-schedule demanded and offered, there was a difference, on the average, of about \$2 per week for each class of employees. A subcommittee consisting of four representatives from each side was appointed to consider the two disputed points in the hope that a brief conference would bring about an agreement. The men's committee, having no authority to change the demands, wished to refer the question of arbitrating the hours and wages, as suggested by the employers, to a vote of their members.

When remedies for the correction of grievances were taken up for discussion, differences boding ill for an agreement began to appear. Several times during the conference the manufacturers' attorney had expressed the hope that it would be possible to secure co-operation in the trade between a strong union and a strong employers' association; but when the men suggested that the best, and in their opinion, the only means of securing that co-operation, was through the union shop—which, interpreted by Mr. Lennon, a representative of the American Federation of Labor and a conferee, meant that in all the branches not excepted, all the employees should belong to the union—long-standing antagonism to the "closed shop" soon became manifest. The chairman interpreted Mr. Lennon's union shop to mean "a shop which had reached so high a degree of per-

fection in organization, that everybody in it was a union man, not by agreement with the employer, but as a result of those processes of persuasion that have been so effective in extending the union body." If it did not mean that, but the "closed shop," then it would be a breach of the terms on which the conference was held. It was argued that the "closed shop" could be discussed under the topic of remedies—if they concluded that no remedy other than the "closed shop" could be suggested. The chairman, however, declared that his understanding of his authorization was that the "closed shop" could not be discussed at all; but by this decision discussion of the union shop was not excluded, because the union shop is the attainment of perfection in the organization of labor, and as that perfection was favored by all in the conference, its discussion would be permitted.

When this ruling was made, the union representatives asked permission to withdraw for a short consultation. After an interval of several hours, during which the chairman consulted with each side, the conference again convened. Mr. Brandeis, realizing that all desired co-operation between the employers and the union, and that the union should be so strengthened that in time practically all operatives in the shops would be members of the union, felt that the union should be helped by the manufacturers, which could be most effectively done "by providing that they should give the preference to union men where the union men were equal in efficiency to any non-union applicants." Under this plan decision as to the competency of the employees would rest with the employers, as is the case in every "closed shop," but the union, with this preference faithfully observed, and efficient work done by the leaders, would be in control, so that the small percentage of non-union men in the shops, if there should be any, would not interfere with the union. That, in the rough, was his suggestion as to a proper basis for getting together.

The success of the plan depended upon good faith and honorable dealings between the two parties. Should anyone be guilty of discrimination and unfairness, the question would be



referred to and decided by the appropriate board, and all rights would be protected. Mr. Brandeis felt that the adoption of such an agreement would be infinitely more effective than a "closed-shop" agreement entered into under duress with reservations and the intention of evading and breaking it at the first opportunity. The arrangement involved great difficulties, and if agreed to by the delegates, it would require hard work on their part to secure its ratification by their respective bodies. If, however, each side undertook courageously to point out to their constituencies the advantages to be gained by such a course, the result would be a great advance for unionism, and one of the greatest advances made in improving the condition of the working-man. Recognizing the gravity of the situation, the chairman closed his statement by an earnest appeal not to accept it hastily or reject it hastily, but to consider whether so great an opportunity should be allowed to pass.

The union men were not prepared to accept the proposal or to give time for its consideration, as they were limited by their instructions to a forty-eight hour conference. Their spokesman, after stating that although a number of demands were practically conceded by the employers, said that the outcome as to the "fundamental issues"—an increase in wages and a reduction of the hours of labor—was grievously disappointing and he asked, by the direction of his associates, that the conference close. Desultory discussion about the inadequacy of the wage-schedule submitted by the manufacturers followed; but it soon developed that opposition on the part of the strikers to the "preferential union shop" was based, by two objecting delegates, upon their experience under contracts made with individual employers. Such contracts had not worked well, they declared. Those were quite different, it was suggested, from the preferential contract made by a strong and comprehensive union. The difficulty of compelling the great mass of workers—many of them recent arrivals from Italy and Russia, recent members of the union, and unable to speak or understand well the English language—to act according to directions, was pointed out, as well as their difficulty in distinguishing between

the two kinds of shops; for to them the union shop meant the "closed shop." Objection was made also to the phrase "equal in ability to do the job," in the clause defining the latitude of choice to be allowed manufacturers in selecting their employees. It was also pointed out that the more refined the distinctions were, the less likely the workers were to understand them, and the greater the danger that they would think themselves deceived.

This was a regrettable condition, of course, but language had to be used which would be intelligible to the men engaged in the conference. Cases would arise where twenty persons might be competent for the job, and yet there would be degrees of competency, so that the liberty must be given to select the best, or the trade could not advance. Another objection was that the suggestion was "something too new," and could "not be done at that crisis."

As a justification for the desire to end the conference, it was said that every day it continued the opportunity to get employment for 1,200 or 1,500 people was deferred. Each day, prior to the conference, sixty or seventy union contracts were signed by manufacturers, but since the conference began, they were withholding signatures, awaiting the result of the negotiations.

Against the expressed wish of the chairman that the conference be not ended so long as there was hope for the consideration of the proposals, and after a second consultation, the men's committee requested that the conference adjourn; that the attorneys and the chairman endeavor to work out a solution, submit it in writing to either side, and then "meet again."

## VI

On Monday, August 1, Mr. Cohen submitted to Mr. London and to Mr. Brandeis a proposal in which he again offered to submit to arbitration the wage and Saturday half-holiday questions. As to the union or "closed shop," as understood by the employers, he stated the manufacturers' position to be that they could not coerce anyone into joining the union, but "they can let it be known that they are in sympathy with the union, and that

as between a union and a non-union man, of equal ability to do the job, they will employ the union man." If the proposition were accepted, they promised to "announce to all their employees that they believed in the union, and that all who desired its benefits should share in its burdens." The union was seeking, it was stated, not the "closed shop" as understood by the manufacturers, but the union shop, which meant a "shop where the majority of the men employed are union men, and where the employer is known to be in sympathy with the union." Manufacturers were said to believe that modern conditions justified the recognition of a well-organized and well-disciplined union to that extent. With good faith and wise leadership on each side, co-operation, it was believed, could lift the industry to a higher position than it occupied. To accomplish so great a social result, the union must help to drive out of the industry the sweat-shop bosses and the unscrupulous manufacturers. It was also proposed that a joint board of arbitration, on which the public would have representatives, should be established, and that no strikes or lockouts should occur until grievances were first submitted to arbitration.

That same day Mr. Brandeis replied to Mr. Cohen's proposal, suggesting that certain changes be made in the document. The important ones made clear the future relations of the manufacturers with the union by distinctly promising that "the manufacturers can and will declare in appropriate terms their sympathy with the union, their desire to aid and strengthen the union," and that "as between union men and non-union men of equal ability to do the job, they will employ the union men." To the promise to announce to all employees their belief in the union was to be added that "the preference will be given to the union men," and for the clause describing the union shop was to be substituted, "they seek the union shop," "by which they mean a shop in which union standards prevail, and the union man is entitled to the preference." With these changes made, Mr. Brandeis was willing to join in recommending the acceptance of the proposal.

The modifications were accepted before the end of the day;

but the conferees did not meet, nor were the disputed questions of wages and hours submitted to the members of the unions for their referendum. On the contrary, on the same day, the *New Post*, published by the union, contained "an official announcement by the Executive Board of the Strikers concerning negotiations with the Bosses' Association," which showed indications of the bitter feeling so much in evidence in the early stages of the strike, but which was held in restraint during the conference by the chairman's ability to smooth out difficulties and to conduct proceedings in a parliamentary manner. It also showed that the leaders were suspected of disloyalty, and were having difficulty in controlling the rank and file.

This announcement branded as false and as emanating from enemies of the organization rumors that the general executive board was prepared to settle on the open-shop basis and waive recognition of the union. The leaders were suspected of betrayal and dishonesty; the outcry coming from "dark sources" was "caught up by the ignorant, uninformed new recruits." Those in the ranks were appealed to not to be misled by baseless rumors, and they were warned that if the bosses—who were charged with being the sources from which came the baseless stories—"ruin the reputation of the leaders and plant seeds of suspicion, the struggle must result in failure." It was announced that the conference was broken off "not only because the bosses will not grant union shops, but because they have practically conceded nothing." Hostilities were renewed after the truce and were to be waged with much bitterness and acrimony for five additional weeks.

It is difficult to determine what was the real reason for this wider breach when agreement seemed so near at hand. It may have been that the men signing the paper authorizing Mr. Brandeis to present the demands and to act as their attorney, did not thoroughly understand, as intimated by Mr. Cohen,<sup>2</sup> the basis of the conference. It may have been that the leaders were not able at that time to bring their constituents to an approval of the settlement, and lacked the courage necessary

<sup>2</sup> *Proceedings of the Conference* p. 143.

in such a case. It may have been that the rates of wages and hours offered by the employers, and which employees regarded as fundamental and vital issues, were so grievously disappointing as to cause unwillingness on their part to submit them to arbitration. It may have been that their past experience in the individual-shop crusade, in which contracts were evaded and violated with such frequency as to make their observance an exception, made them suspicious of the successful outcome of any contract entered into, even by the strengthened union, with a compact organization of representative employers. And, it may have been that the leaders desired more time to study the provisions of the proposal defining the union shop. Any one of these may have caused the disagreement, or all combined may have decided the issue.

Whatever the influence of any or all, it seems certain that the announcement, made July 25, by the Manufacturers' Association that "by retaining Mr. Brandeis, whose opposition to the 'closed-shop' idea is well known, the strikers have tacitly waived the demand for the 'closed shop,'" did not work for harmony. This unfortunate announcement tended to dissipate, for the time, the confidence which the workers had reposed in Mr. Brandeis. Some of the workers' conferees favored the proposal of settlement, others opposed it; but all were unanimous that it would be dangerous to allow the employers to pass finally upon the competency of applicants for work, because they felt a decision so momentous to them could not be safely intrusted to the employers.

## VII

The contest was renewed with greater earnestness and more intense feeling than ever, each side being animated by a desire to triumph at whatever cost. War measures were adopted, and all signs pointed to a long and determined struggle before defeat would be admitted. The union was facing a tremendous problem—that of providing benefits for so vast an army as those on strike, variously estimated at from fifty to seventy-five thousand. This task was made doubly hard because the union

was but recently organized on comprehensive lines, and its defense funds were exceedingly meager. Appeals to organized labor and sympathizers brought encouraging returns; but gratifying as these were, it was evident that reliance could not be placed on their continuance in sufficient amounts to maintain the struggle for an indefinite period. The strategy of the strike committee, therefore, was to sign contracts with as many of the manufacturers as possible, and put to work as many of their members as possible, thereby relieving the drain upon the treasury, and securing a source of income for the unemployed. But while a very considerable number of contracts were secured, and many were back at their old posts, not exceeding thirty thousand were so employed when the negotiations were broken off.

The problem was serious, too, for the manufacturers. The beginning of a new season was fast approaching, if not at hand, and orders which could not be filled were piling up. Unless labor difficulties were soon adjusted and their factories opened, business would be diverted to other cities; and when once diverted might never return to New York, which would inflict immense financial losses not only for the season, but for years. The public was about to suffer some of the penalties inevitably following so widespread an industrial disturbance, for retailers in various cities were announcing that, because of the strike, prices would be advanced, and urging early purchases in consequence.

The manufacturers announced their intention of resuming work on the "open shop" principle on August 8, but the union leaders succeeded in keeping their ranks solid against successful attack, and the effort failed. Papers published on the East Side of New York devoted columns of space to strike news, proclamations from leaders, and exhortations to their followers. There were counter-statements from the Manufacturers' Association which often but added fuel to the flames. The situation was tense, and the bitterness of the workers was increased by a bill in equity brought by the manufacturers against the union and its leaders, and the injunction granted by Judge

Goff in answer to the prayers of the bill. After enumerating many acts of violence that had accompanied the strike, none of which, the leaders asserted, had been done, counseled, or countenanced by them, the bill alleged that among the purposes of the union were the following:

To enforce demands for increased wages and shorter hours by strikes against those refusing such demands; to restrict, by numerous shop rules, the character and amount of the work done, and to exclude all persons not members of such unions from employment in the shops in or near New York City.

It averred that the Protective Association was willing to adjust all matters affecting wages and general conditions of employment, but its members were

unwilling to enter into any agreement for the stifling of free competition in the labor market, and for the exclusion from employment of a large number of fit and deserving employees not members of unions, in violation of the laws of the state and the United States.

It was also averred that the officers of the union were engaged in a combined scheme to force all manufacturers of cloaks, suits, and skirts in the United States, against their will and previous policy of carrying on their business, to organize their workmen in departments in each of their factories into an organization to be a part and parcel of the said conspiracy with the intent to control and monopolize the employment of labor in said factories and to subject the same to the direction and control of persons other than the owners, in a manner extremely onerous and distasteful.

The usual relief was prayed for and that the defendants be restrained from taking any steps in furtherance of the illegal combination and conspiracy either by way of printed circulars, pamphlets, newspapers, or other literature, or by word of mouth.

Notwithstanding the denials contained in the answer of the defendants, Judge Goff found that

if the unions have not formally directed a sympathetic course of aggression by criminal acts, the members of the union acting in concert have connived at, condoned, and morally supported such acts on the part of many of their members, in pursuance of a common object.

He also found that the workers struck primarily to enforce the "closed shop," and that the union controlled the action of practically all the workers in the community. These findings are

scarcely justified when it is recalled that only 19,000 votes, or not exceeding one-third of those engaged in the industry, were cast on the strike issue. But granting that these findings were justified by the evidence in the case, then it seems that by the decision of the Court of Appeals, in the case of *McCord v. Starrrett Company*, Judge Goff was obliged to decide that there was ground for granting the injunction prayed for.

He made no new ruling, although he has been criticized for quoting "an unjust decision in support of his own." In his opinion, he wrote:

If the rule laid down in the *McCord* case be the law [he did not say he approved of it] and it must be accepted as such, being the latest expression of the Court of Appeals, it must be applicable to workmen as well as employers. . . . What the employers may not do, the workmen may not do. If a combination of one to refuse employment, except on condition of joining a union, be against public policy, a combination of the other to cause refusal of employment except on condition of joining a union, is alike against public policy.

## VIII

These were but a few of the outward manifestations of the intensity of the struggle. To onlookers it seemed as though the differences were irreconcilable, and the two sides as far apart as ever. From the very breaking-off of negotiations, however, Mr. Filene, assisted by Mr. Meyer Bloomfield and Mr. Philip Davis, of Boston, also members of the Civic Federation of New England, and Dr. Henry Moskovitz, of New York City, had been striving to ascertain the real cause of the breach. It was soon discovered that strong objection was made to the phrase "a man of equal ability to do the job." What was needed was a satisfactory definition of the "union shop." Both sides were practically agreed upon the "preferential union shop," but the difficulty was to draw up an agreement which to the manufacturers did not mean the "closed shop," and to the wage-earners did not mean discrimination against union men. The burning question was, Who is to construe the words "a man of equal ability" or decide the matter of competency? On the one hand, the men felt that if the decision were to rest with



the employers, non-union men would always be chosen; on the other hand, if competency was to be decided by the unions, the manufacturers felt that union men would always be deemed the competent men. Apparently the strike leaders wished to make sure what the "preferential union shop" meant, and would be construed to mean. Each side was suspicious of the other, and wished the meaning so clearly defined before peace was declared that no question of construction could be raised in the future.

Many times during August there were expectations of an agreement, but as often as they were raised, they were shattered. Each side was facing more and greater difficulties with each day's postponement. While money was being contributed to the union and its treasury was in fairly good condition, the strain on its resources was tremendous, and it was a question of how much longer the struggle could be maintained. Winter was approaching; business men on the East Side were beginning to discuss the situation; the credit of the wage-earners was being curtailed; many strikers were in danger of eviction, and it was felt that if the injunction made permanent by Judge Goff, August 8, were put into full effect the strikers could not get as favorable terms later as they could then. While many causes were at work to effect a settlement, it is only fair to state that no man was more influential in bringing about that result than Mr. Filene, who frequently met the strike leaders after the day's work was over, and presented strong arguments to show that the terms were fair and reasonable. He argued that by refusing longer to agree to the settlement offered, they would lose the support of the public, lose the strike and destroy the union, and make no adequate gain for the losses and privations endured. His influence was tremendous, and his presentation of the case finally brought the union leaders to see the folly of longer continuing the struggle when an honorable settlement was within reach.

A protocol covering the concessions made in the manufacturers' offer of August, together with an agreement to submit to arbitration the questions of wages and the hours of labor, the

latter of which was, "Shall there be a Saturday half-holiday throughout the year, or only during the months of May, June, July, and August?" was signed. Pending the arbitration, the hours of labor were to be forty-nine per week, while the wages were to be those contained in the manufacturers' offer. The arbitration of these two questions resulted in a compromise. Wages were fixed at higher rates than those offered by the manufacturers and lower than the demand of the union, the range being not more than three dollars nor less than one dollar. The hours of labor were fixed at fifty, instead of the fifty-three offered by the employers and the forty-eight demanded by the employees.

The final agreement, as signed September 2, differed from the protocol and from the Brandeis plan in a few particulars, some provisions being incorporated into it which were deemed necessary to safeguard the interests of labor. These were (1) the shop chairman, who is to represent the employees in their dealings with the employers and to act as an intermediary between the manufacturers and the union; (2) the price committee, who are to fix prices for piece-workers. The shop issue over which the conference had differed and over which much anxious thought had been expended was solved by dropping the "closed shop" term entirely. The provision as finally adopted reads as follows:

Each member of the Manufacturers' Association is to maintain a union shop; a "union shop" being understood to refer to a shop where union standards as to working conditions, hours of labor, and rates of wages as herein stipulated prevail, and where when hiring help union men are preferred, it being recognized that, since there are differences in degrees of skill among those employed in the trade, employers shall have freedom of selection as between one union man and another, and shall not be confined to any list, nor bound to follow any prescribed order whatever.

A board of arbitration to be composed of one nominee of the manufacturers, one nominee of the union, and one representative of the public, is provided for; and to such board are to be submitted any differences arising between the two parties, or between any of the members of the Manufacturers' Associa-

tion, and any of the members of the union, and the decision of such board shall be accepted as final and conclusive.

It is also provided that in case any dispute shall arise between any members of the Manufacturers' Association and any members of the union, there shall be no strike or lock-out until full opportunity shall have been given for the submission of such matter to the board of arbitration.

With the signing of the protocol and the final agreement came a cessation of hostilities, the return of the unemployed thousands to their machines and benches, and the opening of shops which had been practically deserted for nine weeks.

Past experience and the "newness" of the "preferential union shop" were objections raised against it by the leaders of the strike; but after an experience of several months under its provisions the union officials seem satisfied with its working, and pronounce it a success. That the organization has not been weakened but strengthened under it is shown by the fact that today fifty non-union men cannot be found in the trade in known shops; and because of shorter hours, the Saturday half-holiday, and the abolition of home-work there is room for five thousand more workers in the industry.

But should the plan be regarded at a later date with less favor, it would not greatly surprise those who are interested in its success, because peculiar and unusual conditions in this trade make success unusually difficult. The prime essential for its success is absolute good faith on each side in carrying out both in letter and in spirit the agreement in every detail. Until the employers are convinced that the union is both anxious and able strictly to observe its every undertaking, and adhere to and enforce its contracts, and until the wage-earners' confidence in the integrity of their employers has been justified by experience, it will be too early to pronounce the final word in its favor.

Many think that this preferential plan may prove to be an epoch-making suggestion in the trade-union movement in this country. If it should prove acceptable to those who have strongly objected to the "closed shop" for legal, economic, and

social reasons, and likewise acceptable to those who fear, through the open shop, as heretofore practiced, the disintegration of the union, will not that co-operative industrialism which many are seeking be near at hand? And if adopted, would not industrial wars, in keeping with the wide peace movement now making progress among the nations of the world, henceforth be infrequent and insignificant? It seems, as has been said, "to offer a solution consistent with American spirit and traditions, as well as with justice and with the necessity of strengthening the unions." If out of this great contest, which cost millions of dollars, each side should get results so desirable, the end would fully compensate for the great sums lost and the many privations endured.

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